



DESIGN PROFESSIONAL SERVICES AGREEMENT (SINGLE) WITH BIGGS CARDOSA ASSOCIATES, INC.

1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and Biggs Cardosa Associates, Inc. (“Consultant”), a Corporation for Engineering and Environmental Services for the McClellan Road Bridge Reconstruction Project (“Project”), and is effective on the last date signed below (“Effective Date”).

2. **SERVICES**

2.1 Basic Services. Consultant agrees to provide the Basic Services for the Project, which are set forth in detail in the Scope of Services, attached here and incorporated as **Exhibit A**, and as further specified in Consultant’s written Proposal as approved by City, except for any provision in the Proposal which conflicts or is inconsistent with this Agreement and the Exhibits hereto, or as otherwise expressly rejected by City. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

2.2 Additional Services. City may request at any time during the Contract Time that Consultant provide additional services for the Project, which are not already encompassed, expressly or implicitly, in the Agreement, the Scope of Services, or the Proposal (“Additional Services”). Additional Services must be authorized in writing by City and Consultant will not be paid for unauthorized Additional Services rendered. Additional Services are subject to all the provisions applicable to Basic Services, except and only to the extent otherwise specified by City in writing.

All references to “Services” in the Agreement include Basic Services and Additional Services, unless otherwise stated in writing. The Services may be divided into separate sequential tasks, as further specified in this Agreement, the Scope of Services, and Consultant’s Proposal.

Consultant is solely responsible for its errors and omissions and those of its subconsultants, and must promptly correct them at its sole expense. Consultant must take appropriate measures to avoid or mitigate any delay, liability, and costs resulting from its errors or omissions.

2.3 Consultant’s duties and services under this agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by consultant pursuant to this agreement.

3. **TIME OF PERFORMANCE**

3.1 Term. This Agreement begins on the Effective Date and ends on June 30, 2030, unless terminated earlier as provided herein (“Contract Time”). The City’s appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. All Services must be provided within the times specified in **Exhibit B**, Schedule of Performance, attached and incorporated here. Consultant must promptly notify City of any actual or potential delay in providing the Services as scheduled to afford the Parties adequate opportunity to address or mitigate delays. If the Services are divided by tasks, Consultant must begin work on each separate task upon receiving City’s Notice to Proceed (“NTP”), and must complete each task within the time specified in **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Consultant must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. **COMPENSATION**

4.1 Maximum Compensation. City will pay Consultant for satisfactory performance of the Basic Services and Additional Services, if approved, a cumulative total amount that will be capped so as not to exceed \$ 1,278,700.00 (“Contract Price”), as specified in **Exhibit C, Compensation**, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant’s actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

4.2 Basic Services. City will pay Consultant \$ 1,162,456.00 (“Price”) for the complete and satisfactory performance of the Basic Services in accordance with Exhibit C. The Price is inclusive of all time and expenses, including, but not limited to, sub-Consultants’ costs, materials, supplies, equipment, travel, taxes, overhead, and profit. Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge (“Reimbursable Expenses”). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site.

4.3 Additional Services. City has the discretion, but not the obligation, to authorize Additional Services up to an amount not to exceed \$ 116,244.00. Additional Services provided to City’s reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in **Exhibit C**. If paid on an hourly basis, Consultant will be compensated for Reimbursable Expenses only. Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site.

4.4 Invoices and Payments. Monthly invoices must describe the Services completed and the Amount due for the preceding month. City will pay Consultant within thirty (30) days following receipt of a properly submitted and approved invoice for Services. The invoice must separately itemize and provide subtotals for Basic Services and Additional Services, and must state the percentage of completion for each task, as specified in **Exhibit C**. City will notify Consultant in writing of any

disagreements with the invoice or the stated percentage of completion of tasks. If the disagreement is unresolved, City will pay Consultant only for the undisputed portion of the Services. Disputed amounts shall be subject to the Dispute Resolution provision of this Agreement.

- a. Time and Expenses.** For Additional Services provided on an hourly basis, each invoice must also include, for each day of Services provided: (i) name and title of each person providing Services; (ii) a succinct summary of the Services performed by each person; (iii) the time spent per person, in thirty (30) minute increments; (iv) the hourly billing rate or Sub- Consultant charge and payment due; and (v) an itemized list with amounts and explanation for all permitted reimbursable expenses.
- b. Rates and Receipts.** All hourly rates and reimbursable expenses must conform to the City- approved rates set forth in **Exhibit C**, which will be in effect for the entire Contract Time. Each invoice must attach legible, dated receipts for Reimbursable Expenses.

5. INDEPENDENT CONTRACTOR

5.1 Status. Consultant is an independent Consultant and not an employee, partner, or joint venture of the City. Consultant is solely responsible for the means and methods of performing the Services and shall exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant in performing the Services. Consultant is not entitled to health benefits, worker's compensation, retirement, or any City benefit.

5.2 Qualifications and Standard of Care. Consultant represents on behalf of itself and its sub-Consultants that they have the qualifications and skills to perform the Services in a competent and professional manner, as exercised by design professionals performing similar services in the San Francisco Bay Area. Services may only be performed by qualified and experienced personnel or subconsultants who are not employed by City and do not have any contractual relationship with City excepting this Agreement. All Services must be performed as specified to City's reasonable satisfaction.

5.3 Permits and Licenses. Consultant warrants on behalf of itself and any sub-Consultants that they are properly licensed, registered, and/or certified to perform the Services, as required by law, and that they have procured a valid City Business License, if required by the Cupertino Municipal Code.

5.4 Sub-Consultants. Unless prior written approval from City is obtained, only Consultant's employees and sub-Consultants whose names are included in this Agreement and incorporated Exhibits may provide Services under this Agreement. Consultant must require all sub-Consultants to furnish proof of insurance for workers' compensation, commercial liability, auto, and professional liability in reasonable conformity to the insurance required of Consultant. The terms and conditions of this Agreement shall be binding on all sub-Consultants relative to the portion of their work.

5.5 Tools, Materials, and Equipment. Consultant will supply and shall be responsible for all tools, materials, and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off,

overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

5.7 Errors and Omissions. Consultant is solely responsible for its errors and omissions and those of its sub-Consultants, and must take prompt measures to avoid, mitigate, and correct them at its sole expense.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

During the Contract Time, Consultant may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant shall hold in confidence all City information and use it only to perform this Agreement. Consultant shall exercise the same standard of care to protect City information as a reasonably prudent Consultant would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Subject to City meeting its payment obligations for the Services, any interest (including copyright interests) of Consultant in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium, prepared by Consultant under this Agreement ("Work Product"), will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to a third-party without prior written approval by City

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all copyrights to the Work Product prepared/created by Consultant and its sub-Consultants and all copyrights in such Work Product shall constitute City property. If it is determined under federal law that the Work Product is not "works for hire," Consultant hereby assigns to City all copyrights to the Work Product when and as created, and shall require sub-Consultants to do the same. Consultant may retain copyrights to its standard details, but hereby grants City a perpetual, non-exclusive license to use such details.

7.3 Patents and Licenses. Consultant must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Consultant and its sub-Consultants to execute or implement any of the following, but Consultant shall not be responsible or liable for City's re-use of Work Product:

- (a) For work related to the original Services for which Consultant was hired;
- (b) To complete the original Services with City personnel, agents or other Consultants;
- (c) To make subsequent additions to the original Services; and/or
- (d) For other City projects.

7.5 Deliverables and Format. Electronic and hard copies of the Work Product constitute part of the Deliverables required under this Agreement, which shall be provided to City on recycled paper and copied on both sides, except for one single-sided original. Large-scale architectural plans and similar items must be in CAD and PDF formats, and unless otherwise specified, other documents must be in Microsoft Office applications and PDF formats.

8. RECORDS

8.1 Consultant must maintain complete, accurate, and detailed accounting records relating to the Services and Compensation, in accordance with generally accepted accounting principles and procedures. The records must include detailed information about Consultant's performance, benchmarks, and deliverables. The records and supporting documents must be kept separate from other files and maintained for a period of four (4) years from the date of City's final payment.

8.2 Consultant will provide City full access to Consultant's books and records for review and audit, to make transcripts or copies, and to conduct a preliminary examination of all the work, data, documents, proceedings, and activities related to this Agreement. If a supplemental examination or audit of Consultant's records discloses non-compliance with appropriate internal financial controls, a contract breach, or a failure to act in good faith, City will be entitled to recover from Consultant the costs of the supplemental examination. If this is a lump sum fee Agreement, City will be provided access to records of reimbursable expenses and the instruments of service/deliverables for review and audit. This Section 8 survives the expiration/termination of this Agreement.

8.3 Consultant acknowledges that certain documents generated or received by Consultant in connection with the performance of this Agreement, including but not limited to correspondence between Consultant and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Consultant shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Consultant as a legal entity will be considered an Assignment subject to City approval, which shall not be unreasonably withheld. For purposes of this provision, control means fifty percent (50%) or more of the voting power of the business entity. This Agreement binds Consultant, its heirs, successors and assignees.

10. PUBLICITY / SIGNS

Any publicity generated by Consultant for the project under this Agreement, during the term of this Agreement and for one (1) year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. No signs may be posted, exhibited, or displayed on or about City property, except signage required by law or this Agreement, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law and except for losses caused by the sole or active negligence or willful misconduct of City personnel, Consultant agrees to indemnify, defend, and hold harmless the City as follows:

a. Indemnity for Design Professional Liability: With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Consultant"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between City and Consultant) that liability is caused by the comparative negligence or willful misconduct of City, then Consultant's indemnification and hold harmless obligation shall not exceed Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

Irrespective of any language to the contrary in this Agreement, the Consultant has no duty to provide or to immediately pay for an up-front defense of City against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

b. Claims Involving Intellectual Property. Consultant shall indemnify, defend, and hold harmless Indemnitees from and against any claim involving intellectual property, infringement, or violation of a United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights, which arises out of, pertains to, or relates to Consultant's negligence, recklessness, or willful misconduct. Such costs and expenses will include reasonable attorney fees for legal counsel of City's choice, expert fees, and all other costs and fees of litigation.

c. Claims for Other Liability. Except as provided in subsections 11.1(a) and (b), to the fullest extent permitted by law, Consultant shall hold harmless, defend (with counsel agreed to by City), and indemnify City and its officers, officials, agents, employees, and volunteers (collectively

and/or individually “City”) from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys’ fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Consultant or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the City. Consultant’s duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

11.2 Consultant will assist City, at no additional cost, in the defense of any claim, dispute, or lawsuit arising out of this Agreement. Consultant’s duties herein are not limited to or subject to the Contract Price, to Workers’ Compensation claims, or to the Insurance or Bond limits and provisions. Nothing in this Agreement shall be construed to give rise to an implied right of indemnity in favor of Consultant against any Indemnitee.

11.3 Consultant agrees to pay the reasonable costs City may incur in enforcing this provision related to Consultant’s indemnification duties, including reasonable attorney fees, fees for legal counsel acceptable to City, expert fees, and all other costs and expenses related to a claim or counterclaim, a purchase order, another transaction, litigation, or dispute resolution. Without waiving any rights, City may deduct money from Consultant’s payments to cover moneys due to City.

11.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.5 This Section 11 shall survive expiration or termination of this Agreement.

12. INSURANCE

On or before the Contract Time commences, Consultant shall furnish City with proof of compliance with City Insurance Requirements, attached and incorporated here as **Exhibit D**. City will not execute the Agreement until Consultant has submitted and City has reasonably approved receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Alternatively, City may terminate this Agreement or in its sole discretion purchase insurance at Consultant’s expense and deduct costs from payments to Consultant.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Consultant shall comply with all laws and regulations applicable to this Agreement. Consultant will promptly notify City of changes in the law or other conditions that may affect the Project or Consultant’s ability to perform. Consultant is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act, or other federal or state law, rule or regulation.

13.2 Labor Laws. Consultant shall comply with all labor laws applicable to this Agreement. If the Services include a “public works” component, Consultant must comply with prevailing wage laws under Labor Code Section 1720 and other labor laws. To the extent applicable, Consultant must comply with City’s Labor Compliance Program and with state labor laws pertaining to working days, overtime, payroll records and DIR Registration and Oversight. If the Contract Price is \$30,000 or more, Consultant must comply with the apprenticeship requirement in Labor Code Section 1777.5.

13.3 Discrimination Laws. Consultant shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Consultant shall comply with all anti-discrimination laws, including Government Code Section 12900 and 11135, and Labor Code Section. 1735, 1777, and 3077.5. Consistent with City policy prohibiting it, Consultant understands that harassment and discrimination by Consultant or any of its sub-Consultants toward a job applicant, an employee, a City employee, or any other person is strictly prohibited. Consultant agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Consultant shall comply with all conflict of interest laws and regulations applicable to this Agreement and must avoid any conflict of interest. Consultant warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement in violation of California Government Code Section 1090 et seq. Consultant may be required to file a conflict of interest form if Consultant makes certain governmental decisions or serves in a staff capacity, as provided in Section 18700 of Title 2 of the California Code of Regulations and other laws. Services may only be performed by persons who are not employed by City and who do not have any contractual relationship with City, with the exception of this Agreement. Consultant is familiar with and agrees to abide by the City’s rules governing gifts to public officials and employees.

13.5 Remedies. A violation of this Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursement, or terminating this Agreement. City reserves all its rights and remedies under law and this Agreement, including the right to seek indemnification under Section 11. Consultant agrees to indemnify, defend, and hold City harmless from and against any loss, liability, and expenses arising from noncompliance with this Section.

14. PROJECT COORDINATION

14.1 City Project Manager. The City’s Project Manager for all purposes under this Agreement will be Susan Michael, who shall have the authority to manage this Agreement and oversee the progress and performance of the Services. City in its sole discretion may substitute another Project Manager at any time and will advise Consultant of the new representative.

14.2 Consultant Project Manager. Subject to City’s reasonable approval, Consultant’s Project Manager for all purposes under this Agreement will be John Alciati, who shall be the single representative for Consultant with the authority to manage compliance with this Agreement and oversee the progress and performance of the Services. This includes responsibility for coordinating and scheduling the Services in accordance with City instructions, service orders, and the Schedule of Performance, and providing regular updates to the City’s Project Manager on the Project status, progress, and any delays. City written approval is required prior to Consultant substituting a new Project Manager, which shall result in no additional costs to City or Project delays.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project with thirty (30) calendar days written notice to Consultant. Consultant will be compensated for satisfactory Services performed through the date of abandonment and will be given reasonable time to assemble the work and close out the Services. No close out work shall be conducted without City reasonable approval of closure costs, which may not exceed ten percent (10%) of the total time expended to the date of abandonment. All charges including job closure costs will be paid in accordance with the provisions of this Agreement and within thirty (30) days of Consultant's final invoice reasonably approved by the City.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time, following reasonable written notice to Consultant at least thirty (30) calendar days prior to the termination date. Consultant will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Consultant closes out the Services and delivers all Work Product to City. All charges approved by City including job closure costs will be paid within thirty (30) days of Consultant's final invoice.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California, excepting any choice of law rules which may direct the application of laws of another jurisdiction. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Consultant must comply with the claims filing requirements under the Government Code prior to filing a civil action in court against City. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). If a dispute arises, Consultant must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs. This Section 18 survives the expiration/termination of this Agreement.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of any breach shall not be deemed to constitute waiver of another term, provision, covenant, or condition or a subsequent breach, whether of the same or a different character.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of the Parties, of every kind or nature, and supersedes any and all other agreements and understandings, either oral or written, between them. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of this main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each contractual provision or clause that may be required by law is deemed to be included and will be inferred in this Agreement. Either party may request an amendment to cure any mistaken insertion or omission of a required provision.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement ends, including without limitation those referenced in specific Sections herein, survive this Agreement and shall remain in full force and effect.

26. NOTICES

All notices, requests, and approvals must be sent to the persons below in writing to the persons below, and will be considered effective on the date of personal delivery, the delivery date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino: Department of Public Works 10300 Torre Ave., Cupertino CA 95014 Attention: Susan Michael Email: SusanM@Cupertino.gov	To Consultant: Biggs Cardosa Associates, Inc. 865 The Alameda, San Jose CA 95126 Attention: John Alciati Email: jalciati@biggscardosa.com
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27. EXECUTION

The person executing this Agreement on behalf of Consultant represents and warrants that Consultant has the right, power, and authority to enter into this Agreement and carry out all actions herein, and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Consultant. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the Effective Date stated earlier in this Agreement.

CITY OF CUPERTINO
A Municipal Corporation

By _____
Name Tina Kapoor
Title City Manager
Date _____

CONSULTANT
BIGGS CARDOSA ASSOCIATES 

By _____
Name Mahvash Harms
Title Executive Vice President
Date _____

APPROVED AS TO FORM:

MICHAEL K. WOO
Senior Assistant City Attorney

ATTEST:

LAUREN SAPUDAR
City Clerk

Date: _____

EXHIBIT A - Scope of Work

Project Name	GL	NWS	CIP#
McClellan Road Bridge Replacement	420-99-273 900-905	ST 066	2025-03

Biggs Cardosa (“Consultant” or “Biggs Cardosa”) shall perform professional services which include but are not limited to tasks detailed in Section 2 related to the McClellan Road Bridge Replacement Project (“Project”) located on McClellan Road in Cupertino.

For each phase of the Project, Consultant will submit a written proposal that includes a specific Scope of Services, Schedule of Performance, and Compensation for the City’s review, Consultant shall not proceed with any phase until it receives written authorization from the Director of Public Works or Designee.

SECTION 1 - GENERAL

A. General Performance Requirements:

1. The performance of all services by Consultant shall be to the satisfaction of the City, in accordance with the express terms hereof, including but not limited to the terms set out in detail in this scope of services, Service Order and the standard of care provisions contained in this Agreement.
2. The City’s Department of Public Works shall manage the Project and this Agreement. Consultant shall receive final direction from the City’s Director of Public Works or his/her authorized designee (hereinafter collectively “City”) only.
3. Consultant shall coordinate this scope of services with the City as well as with other City consultants and contractors, as needed or as directed by the City. Consultant shall schedule meeting and prepare meeting agendas and minutes for all Project meetings during the design phase under the scope of work. All minutes of meetings are due to the City within five (5) working days after the meeting. Consultant shall provide copies of such documentation to the City, and as directed by the City, to other appropriate agencies and entities. Consultant shall coordinate all responses to comments through the City.
4. Consultant shall designate and provide to the City the names of their team members for the Project. The team members shall be satisfactory to the City. Consultant shall not substitute any team members without the prior approval of the City.
5. Consultant’s services shall be performed as expeditiously as is consistent with professional skill and care as set forth in the agreement and the orderly process of the work. The schedule for the performance included in Exhibit B, may be adjusted by mutual agreement.

6. Consultant shall manage its Subconsultants, and administer the Project. Consultant shall consult with the City, research applicable design criteria, and communicate with members of the Project team.

SECTION 2 - TASKS

Consultant must receive written authorization from the City prior to beginning a new phase

PHASE 1: ENVIRONMENTAL DOCUMENTS, TECHNICAL STUDIES, AND PRELIMINARY ENGINEERING

TASK 1.1 - PROJECT MANAGEMENT

In general, project management will include the supervision and scheduling of project staff, review of work prepared by staff and subconsultants, project coordination, project organization, quality assurance and control, acting as the client liaison, monitoring the project schedule and budget, preparation of project reports and attendance at meetings with the City and other agencies to receive input and discuss and review the project during its critical design periods. More specific responsibilities include the following subtasks.

Task 1.1.1 - Project Development Meetings

Biggs Cardosa will schedule bi-monthly project development virtual meetings to discuss the status of the project, upcoming efforts, issues, and other relevant information. An agenda and invitation will be sent out two (2) days prior to the meeting, including minutes from the previous meeting. Minutes of each meeting will be distributed to attendees within five (5) workdays of the meeting. At the meeting, we will distribute an Outstanding Issues list. Items on the list are discussed at the meeting, new issues are added and assigned, and tasks completed are noted as “closed”. A total of 8 meetings are assumed.

Task 1.1.2 - Progress Reports and Invoices

On a monthly basis, we will issue invoices and progress reports to the City detailing major items worked on during the billing period and anticipated work for the following month. We will establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs.

Task 1.1.3 - Kick-Off Meeting

Biggs Cardosa will attend a project kick-off meeting, at which we will invite key personnel from the City, as well as other parties that, in concurrence with the City, we feel are important stakeholders in the success of the project. The goal of the kick-off meeting is to introduce staff, discuss project background and scope, establish communication and procedure guidelines, and discuss the project schedule.

Task 1.1.4 - Project Schedule

We will prepare a Project Master Schedule in Microsoft Project format. The schedule will be updated regularly and discussed at the monthly PDT meetings. The schedule will have all

relationships defined and the critical path and activity floats shown. It is assumed that both bridges will follow the same design schedule.

The Preliminary Project Schedule is included at the end of this section and is based on the anticipated contract execution date that includes all the major design tasks and defined relationships.

Task 1.1.5 – Initial Field Review Meeting

Biggs Cardosa will attend a initial field review meeting with the City's Project Manager and other stakeholders to review the proposed project and to highlight and record significant project features. The design team will conduct a site visit to identify existing conditions and establish preliminary design assumptions and parameters.

Phase 1 Task 1.1 Deliverables:

- Meeting agendas and minutes
- Outstanding Issues List (and updates)
- Invoices with progress reports
- Project Schedule

TASK 1.2 - PLANNING AND SURVEYING

Task 1.2.1 - Research and Data Gathering

The Biggs Cardosa design team will review available data, including previous studies, provided by the City. Key information to review will be the available photos, record drawings and inspection reports, and maintenance history.

We will collect utility information using USA database. Utility record data will be drafted on a utility base map.

We will research and summarize bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance challenges have historically occurred. This helps to determine the ideal freeboard and span lengths.

Task 1.2.2 – Project Survey Control

We will establish survey control for use throughout design and construction. Project control will reference City and SCVWD Benchmarks as available.

Task 1.2.3 – Topographic Survey

We will perform field topographic survey for use in design and modeling.

We will collect creek cross-sections, extending 10' beyond top of bank on each side of the creek. Creek cross sections will collect visible grade breaks perpendicular to the primary direction of flow. Cross sections will be collected at approximately the following locations:

- 200' upstream of McClellan Road

- 150' upstream McClellan Road
- 100' upstream of McClellan Road
- 50' upstream of McClellan Road
- At south side of McClellan Road Bridge
- At north side of McClellan Road Bridge
- 50' downstream of McClellan Road
- 100' downstream of McClellan Road
- 150' downstream of McClellan Road
- 200' downstream of McClellan Road

Creek cross sections at McClellan Road will include structure abutments, visible foundations, soffit, superstructure and wingwalls.

Perform field topographic surveys to obtain existing pavement elevations, roadway & creek features, surface visible utilities, trees and other obstructions within the work area. We will obtain location and invert at accessible storm drain manholes, inlets and sanitary sewer manholes.

We will draft Base Map features in AutoCAD for use in project backgrounds.

Task 1.2.3 – Right of Way Record Boundary

We will prepare a base map of right of way record data including site boundary, easements and other encumbrances of record based upon available record data from City/County. Property boundaries will be drafted in AutoCAD for use in project documents.

Task 1.2.4 – Arborist Report

We will perform a tree survey of the trees within the designated project area to determine the sizes, species and condition of the trees and prepare the arborist report. The arborist report will include recommendations for tree protection and removal based upon the maturity, condition and locations of the trees. Consideration will be given to monetary values of the trees being removed and replacement requirements.

Phase 1 Task 1.2 Deliverables:

- Right of Way Record Map
- Topographic Base Map
- Arborist Report

TASK 1.3 - GEOTECHNICAL INVESTIGATIONS

Task 1.3.1 – Research and Data Collection:

The design team will review readily available geologic and soil literature in the vicinity of the site and the as-built drawings.

Task 1.3.2 – Permit and Utility Clearance:

It is assumed that the explorations will be performed within the City's right-of-way (ROW), and the encroachment permit will be provided by the design team or the City at no cost. The permit application fee is not included in the cost estimate. Traffic control will be required during field explorations, which will be performed by a vendor following California Manual on Uniform Traffic Control Devices (CA MUTCD).

The design team will apply for drilling permits from Valley Water as the borings are greater than 45 feet.

The design team's field engineer will mark the boring location and contact the Underground Service Alert (USA) for utility clearance. A private utility locator and removing the USA marking are not included in the scope.

Task 1.3.3 – Field Exploration:

A total of two soil borings, each up to 80 feet deep, are planned with one at each abutment. It is assumed that a truck rig would be used for the field explorations for the 80-foot borings. Lane closures are expected during the field explorations. Traffic control is included in the cost estimate and will be performed by an outside vendor. The drilling cost was estimated assuming 8-hour work shifts. Additional two or three grab samples will also be collected from the creek bed for scour analysis purposes.

The design team's field engineer will classify and log the subsurface soil and rock conditions encountered in the test boring at the time of drilling. Samples will be collected for laboratory testing.

It is assumed that the borings will be grouted by using neat cement according to the Valley Water permit requirement. The pavement will be restored by hot asphalt (2'x2'x3" minimum patch), which will be performed by a paving contractor.

Please note that the actual locations of the explorations will be determined based on the site conditions due to access or utility conflicts.

Task 1.3.4 – Laboratory Testing:

Laboratory tests will be performed on representative soil samples, such as moisture contents, densities, plasticity index (basic soil characteristics), corrosion tests (pH, sulfate, chloride, and resistivity), consolidation tests, and strength tests as deemed necessary.

One R-value test was included in the cost estimate for pavement design. It is assumed that three particle size analyses will be performed in order to provide gradation information to the hydraulic engineer for scour analyses.

Task 1.3.5 – Preliminary Geotechnical Engineering Analyses:

The following engineering analyses will be performed based on the boring data as part of the Phase 1 preliminary engineering analyses.

- Seismic design criteria, i.e., ARS curve per Caltrans ARS Online website. (site-specific ARS curve is not included.)
- Seismic hazards (liquefaction potential)
- Foundation evaluation (axial capacity vs. length curve for deep foundations)
- Development of geotechnical parameters for LPILE analyses (LPILE to be performed by the structural engineer)
- Slope stability evaluation at the abutments
- Lateral earth pressures
- Corrosion potential evaluation

The site is located within a seismically active area of northern California and lies in close proximity to the Monte Vista-Shannon Fault, considered an active thrust fault. However, since the project site is located more than 1,000 feet from the Monte Vista-Shannon Fault and outside the Alquist-Priolo Earthquake Fault Zone, the potential impact from surface fault rupture is considered insignificant, and a fault rupture analysis is not included in the scope of work.

Task 1.3.6 – Report Preparation:

A preliminary Geotechnical Report will be prepared, which will discuss the overall geotechnical/geologic conditions, including geology, subsurface conditions, groundwater, as-built data, etc. The preliminary foundation recommendations will be presented.

The boring log will be edited based on the field logs and the laboratory test results and will be prepared based on Caltrans standards. The laboratory data will also be included as part of the report.

Phase 1 Task 1.3 Deliverables:

- Preliminary Foundation Report

TASK 1.4: FEASIBILITY MEMO**Task 1.4.1 – Feasibility Study Report**

The Biggs Cardosa design team will develop a feasibility study for McClellan Road Bridge to determine the recommended structure option as well as roadway alignment and profile for McClellan Road Bridge prior to proceeding with the plan design. We will evaluate up to two (2) structure options for the concepts including bridge rehabilitation/retrofit and bridge replacement. Since the existing bridge was constructed in 1920 and has a sufficiency rating of 47.5, we will not evaluate a bridge rehabilitation/retrofit option. We will discuss the advantages and disadvantages of each structure option. We will document hydraulic considerations of the bridge replacement feasibility based on a review of available information. This phase of work

focuses on identifying project challenges, developing and screening improvement alternatives, and defining the project.

The design team will evaluate additional funding types to help reduce the funding gap and will include in the Feasibility Study Report.

Bridge Preliminary Estimates: We will prepare preliminary cost estimates using a cost per square foot basis for each of the structure concepts which will include the appropriate contingencies (typically 25%) in accordance with Caltrans guidelines. It is important that we get the most accurate cost estimate possible for planning and budgeting purposes at this early stage of design.

The Feasibility Study Report will be prepared during the preliminary design phase to document the basis of design and reasoning made to arrive at the selected reconstruction. Design considerations will include bridge structure evaluation, environmental impacts, hydraulic constraints, geotechnical constraints, constructability, construction staging and access, structure cost, and civil costs.

Our experience and expertise provides Biggs Cardosa the ability to review the existing conditions and quickly assess the most cost-effective structure concepts. We will use this experience and expertise to evaluate structure replacement and bridge configurations to meet the requirements of the project constraints. We will work closely with the City to evaluate what impacts to cost, schedule, constructability, and environmental considerations are created by each of the feasible structure concepts.

The Feasibility Study Report will include the following primary elements:

- Discussion of the two structure concepts including discussion on construction and maintenance costs, permitting constraints, environmental impacts, right-of-way impacts, and initial geotechnical and hydraulic results to highlight how the preferred alternative was determined.
- Estimated construction costs.

Phase 1 Task 1.4 Deliverables:

- Two (2) Cost Estimates (PDF)
- Draft and Final Feasibility Study Report (PDF)

Task 1.5: PRELIMINARY/CONCEPT PLANS

Task 1.5.1 – Preliminary Roadway Design

We will evaluate the roadway horizontal and vertical alignments and provide conceptual plans to provide for bike lanes and sidewalks in both directions as well as the required freeboard per

the hydraulic analysis. We will also take into account safety and visibility requirements for vehicles and at the Stevens Creek Trail crossing.

Task 1.5.2 – Preliminary Hydraulic Design

Develop Hydrographs

The design team will construct a point precipitation model to determine the 50, and 100-year, and 200-year hydrographs and peak discharges. Peak discharges will be consistent with the FEMA discharges as applicable.

Existing Conditions Modeling

The design team will create a 2D hydraulic model of the existing condition based on topographic information (LiDAR), creek surveys, and detailed survey information (if needed) or as-built plans of the existing bridges provided by others using HEC-RAS version 6.5. Avila will model the 50-year, 100-year, and 200-year discharges.

Proposed Conditions Modeling

The design team will update the existing conditions model for up to 2 proposed bridge replacement configurations, including any proposed changes to the roadway approach elevations and grading provided by others. Avila will require a surface in .dwg format of proposed grading to be prepared by others.

Update Hydraulic Modeling for Preferred Alternative

The design team will update the hydraulic modeling to reflect the final preferred alternative design. Avila will update the proposed configurations, including any proposed changes to the roadway approaches and grading for final design. Hydraulic model results will be provided via electronic mail.

Task 1.5.3 - Scour Analysis and Bank Protection

Degradation

The design team shall review maintenance records and cross sections for the existing and adjacent bridges to determine if the stream has degraded over time, and assess debris capture history at the existing structure.

Local Bridge Scour Calculations

Pier, contraction, abutment, and pressure flow scour will be estimated for up to two alternatives modeled using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*.

Chapter 3 of the California Amendments to AASHTO LRFD Bridge Design Specifications LRFD Code were updated in March of 2025 and now mandate designing foundations to the check flood (200-year) event.

Contraction and abutment scour shall be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. The Colorado State University (CSU) Equation shall be used for estimating local scour as

recommended in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges.

Bank Protection

The design team will assess stability of the existing slopes, determine if bank protection at the bridge is needed, and size RSP for the preferred alternative. If bank protection is required, parameters will be provided according to FHWA publication HEC-23, *Bridge Scour and Stream Instability Countermeasures Experience, Selection, and Design Guidance* for rock riprap for the one chosen proposed bridge alternative.

Update Scour for Bridge Scour Data Table for Preferred Alternative

The design team will update scour for final design alternative, check bank protection for final grading and provide scour data table. Scour estimates and sketches showing plan, profile and layer thickness for RSP will be incorporated into the project plans. Scour and RSP calculations will be incorporated into the Preliminary and Final Hydraulic Report.

Task 1.5.4 - Draft Preliminary Hydraulic Report

The design team will complete a draft PHR documenting the hydrology and hydraulic results for the existing conditions and up to 3 proposed bridge alternatives for use in the Type Selection Report.

The design team will document the design storm criteria section in the Preliminary Hydraulic Report (PHR) including guidance from Chapter 800 of the Caltrans Highway Design Manual (HDM) which delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q_{50} with sufficient freeboard and convey the Q_{100} without freeboard, though exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Chapter 3 of the California Amendments to AASHTO LRFD Bridge Design Specifications LRFD Code were updated in March of 2025 and now mandate designing foundations to the check flood (200-year) event.

Task 1.5.5 - Final Preliminary Hydraulic Report

The design team will respond to comments on the Draft PHR and finalize the PHR.

Task 1.5.6 – Preliminary Bridge Design

We will develop up to two structure concepts on the preferred roadway alignment and recommended structure reconstruction option and will discuss the advantages and disadvantages of each alternative.

Bridge Preliminary General Plans: We will prepare preliminary one General Plan sheet for each of the preferred structure concept from the feasibility study that includes the plan, elevation, and typical section.

Bridge General Plan Estimates: We will prepare preliminary Engineer's Estimates for each of the structure concepts which will include the appropriate contingencies in accordance with Caltrans guidelines. Since funding and HBP eligibility will be discussed in detail with Caltrans during the preliminary design phase, it is important that we get the most accurate cost estimate possible. Therefore, instead of using cost per square foot basis, we will quantify the major bid items and determine the unit costs based on similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California highway Construction Cost Index information, and the Caltrans Engineering Service Center site.

Task 1.5.7 – Bridge Type Selection Report

The Structure Type Selection Report will be prepared during the preliminary design phase to document the basis of design and reasoning made to arrive at the selected alignment and bridge type. Design considerations will include alignment and profile design, right of way constraints, utility relocation, environmental impacts, hydraulic constraints, geotechnical constraints, constructability, structure cost, and approach roadway costs. Accelerated Bridge Construction (ABC) methods will also be evaluated as required by Caltrans. ABC methods include the incorporation of prefabricated elements and value analysis of replacement strategies. Our experience and expertise provide Biggs Cardosa the ability to review the proposed structure, geometrics, and existing conditions and quickly assess the most cost-effective structure concepts. We will use this experience and expertise to evaluate alternative frame, pier, column, and abutment configurations and alignments to meet the requirements of the project constraints. We will work closely with the County to evaluate what impacts to cost, schedule, constructability, and environmental considerations are created by each of the feasible structure concepts.

Per the recently updated Caltrans Local Assistance Program Guidelines, it is mandatory for all HBP projects to submit the type selection report to Structures Local Assistance and HBP Managers for review and concurrence. This process is to ensure that the chosen structure type and associated details are the most cost-effective solution.

In order to streamline the Type Selection approval process with Caltrans, we will follow the Type Selection Procedure Guidelines for HBP Projects and ensure that all materials identified in the District Type Selection Report Submittal Checklist and Structure Type Selection Report Requirements are submitted with the type selection report.

The Bridge Type Selection process involves the following primary elements:

Preparation and Submittal of Type Selection Documents: The Type Selection documents will include the Bridge Site Data Submittal Package, Draft Foundation Plan, and the Type Selection Report including the Type Selection Memo, Vicinity Map, General Plan, General Plan Estimate, and Project Seismic Design Criteria.

Roadway/Civil Considerations: We will prepare and include discussions on each alternative's permitting constraints, right of way requirements, utility impacts, and construction staging and

access. It will also include the preliminary roadway plans and construction costs. The Basis of Design will be highlighted in the report as well as identifying any design exceptions that may be necessary.

Type Selection Meeting and Approval: The Biggs Cardosa design team will attend the Type Selection Meeting and will present the proposed structures and discuss issues pertinent to the structure such as foundations, construction, seismic design, aesthetics, and traffic handling. We will prepare the Type Selection meeting summary/minutes and address the comments raised at the meeting.

Updated General Plan Submittal and Distribution: After approval of the structure type, we will update and submit the General Plan and General Plan Estimate if needed. We will also prepare a list of design decisions needed from the City as well as a list of issues to be resolved during the final design.

Phase 1 Task 1.5 Deliverables:

- Preliminary Bridge General Plans, Preliminary Roadway Plans, and Preliminary Cost Estimates (PDF)
- Draft and Final Bridge Type Selection Report (PDF)

TASK 1.6: ENVIRONMENTAL APPROVAL

The design team will prepare the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental documents and supporting technical studies for the project.

Task 1.6.1 - NEPA Environmental Clearance

We will work with the project team to develop a project description for submittal to Caltrans. We will prepare the Caltrans' Preliminary Environmental Study (PES) form and attend one formal Caltrans Field Review for the proposed project. The PES form will include a visual impact questionnaire, United States Fish and Wildlife Service (USFWS) list of federally listed species, National Marine Fisheries Service (NMFS) list of federally listed species, Federal Emergency Management Agency (FEMA) floodplain maps, and hazardous materials database mapping.

Upon completion of the PES process, Caltrans will issue a letter to the City identifying the NEPA environmental document (i.e., Categorical Exclusion) and technical memos and studies to be completed to support the NEPA document. Based on recent experience working on similar Caltrans Local Assistance Projects in the greater Bay Area, we believe Caltrans will determine the project qualifies for a Categorical Exclusion and require preparation of the following technical memos for the project:

- Natural Environment Study (NES) and Biological Assessment (BA)
- Section 106 Report

- Section 4(f) De Minimis Determination
- Water Quality Memo (Construction BMPs)
- Location Hydraulic Study and Summary Floodplain Encroachment Report (LHS and SFER)
- Initial Site Assessment (Hazardous Materials)
- Traffic Control Plan (traffic control during construction, construction hours)
- Equipment Staging Memo (staging location details)
- Construction Noise Memo (adherence to local ordinance)
- Air Quality PM2.5 Exemption Email from MTC

We will be responsible for preparing all the above memos/reports. It is assumed that coordination with MTC for the Air Quality PM2.5 Exemption email will be completed by the City, and the design team will assist the City with this coordination. The memos and reports will be prepared based on the Caltrans' SER and submitted to the City for review. We will revise the memos and reports once and submit them back to the City for submittal to Caltrans. After the memos are deemed complete by Caltrans, Caltrans will issue the NEPA Categorical Exclusion for use by the City in obtaining federal funding.

Task 1.6.2 – CEQA Environmental Clearance

We believe the project would qualify for a Class 2 Categorical Exemption (CE) under CEQA. Per CEQA Guidelines Section 15301, Class 2 activities consist of the "Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity." The above-described technical memos and reports to be prepared under NEPA will serve as the technical reports to be used to support the CEQA CE. No additional technical memos or reports will be completed to support the CEQA CE. We will prepare the Notice of Exemption (NOE) and a CE justification memo explaining why none of the exceptions to applying a CE and listed under Section 15300.2 Exceptions of the CEQA Guidelines are applicable to the project. The memo and NOE will be submitted to the City for review and approval. This scope of work assumes the City will file the NOE with the Santa Clara County Clerk and State Clearinghouse.

Task 1.6.3 – Natural Environment Study and Biological Assessment

The design team will prepare a Natural Environment Study (NES) report providing information on use of the site (known and potential) by sensitive species identified during the desktop review and a field survey that follows the Caltrans Standard Environmental Reference template format. Potential use of the project area by special-status wildlife and plant species will be ranked qualitatively depending upon the suitability of the habitat and/or proximity of any known records found during the database search. Species observed on-site will be reported in the findings. Based on the findings and likelihood of occurrences of special-status species, the design team will include a discussion of potential constraints that may be required during project activities to further inform project design and implementation.

The report will provide an analysis of special-status species and habitats within the project area, and will include an impact analyses and provide mitigation measures. In addition, the design team will develop a detailed set of maps representing habitat types as well as observed and historic locations of special-status species on and in the vicinity of the project site.

The design team will perform research and compile online database lists of special-status species from the following sources:

U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), and California Native Plant Society (CNPS), and existing peer-reviewed literature, environmental documents, etc.

NMFS Biological Assessment

The steelhead-central California coast are known to be present in Stevens Creek. Therefore, the design team will prepare a Biological Assessment (BA) to support consultation with the National Marine Fisheries Service (NMFS) for steelhead-central California coast. The BA will identify potential temporary and permanent impacts to suitable habitat for federally listed species, determine if the project has the potential to affect these species, and recommend appropriate avoidance, minimization, and mitigation measures, as necessary. Methods to assess the potential for listed species to be affected by the proposed project will include both site-specific habitat assessments as well as review of the existing documentation for biological resources in the project area.

The design team will assess the potential effects of the proposed project to Essential Fish Habitat (EFH) as defined under the Magnuson–Stevens Fishery Conservation and Management Act. The analysis will focus on impacts to the habitat for all life stages of species with designated EFH.

The design team will attend meetings with regulatory agencies, as requested, during the permit process to facilitate information requests or other needs.

Task 1.6.4 – Section 106 Reports

The design team will complete the following tasks and studies to support the project National Historic Preservation Act Section 106 review process by Caltrans:

Record Search. A record search for previous studies and recorded cultural resources will be requested from the Northwest Information Center (CHRIS), Sonoma State University, Rohnert Park, to include the project area and a ½-mile radius around it. We will also request a Sacred Lands File search and tribal contact list for Santa Clara County from the California Native American Heritage Commission in Sacramento.

Prepare Area of Potential Effect Map. In consultation with the City ,we will prepare an Area of Potential Effects (APE) map for review by Caltrans. The map will use the most recent format guidance from the Office of Historic Preservation and Caltrans.

Archaeological Survey Report. A qualified archaeologist will complete a pedestrian field survey, background research, and geoarchaeological assessment of the project corridor. This

data will be used to complete an Archaeological Survey Report that conforms to the guidance in the Caltrans Standard Environmental Reference (SER) Volume 2.

Historic Properties Survey Report. The Historic Properties Survey Report is a summary report that includes the final draft of the APE map, discusses documentation efforts, presents the findings of the ASR, and summarizes the National Register eligibility conclusions for cultural resources. The document also provides evidence of coordination with Native American groups, local government, and other interested persons and organizations, and requests the concurrence of the State Office of Historic Preservation (if necessary).

Phase 1 Task 1.6 Deliverables:

- Natural Environment Study
- Biological Assessment
- Section 106 Report
- Technical Memos
- CEQA CE
- NEPA CE

PHASE 2: ENGINEERING DESIGN (PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E), AND BID AND CONSTRUCTION SUPPORT

Task 2.0.1 - Project Development Meetings

Biggs Cardosa will schedule bi-monthly project development virtual meetings to discuss the status of the project, upcoming efforts, issues, and other relevant information. An agenda and invitation will be sent out two (2) days prior to the meeting, including minutes from the previous meeting. Minutes of each meeting will be distributed to attendees within five (5) workdays of the meeting. At the meeting, we will distribute an Outstanding Issues list. Items on the list are discussed at the meeting, new issues are added and assigned, and tasks completed are noted as “closed”. A total of 10 meetings are assumed.

Task 2.0.2 - Progress Reports and Invoices

On a monthly basis, we will issue invoices and progress reports to the City detailing major items worked on during the billing period and anticipated work for the following month. We will establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs.

Task 2.0.3 - Project Schedule

We will prepare a Project Master Schedule in Microsoft Project format. The schedule will be updated regularly and discussed at the monthly PDT meetings. The schedule will have all relationships defined and the critical path and activity floats shown. It is assumed that both bridges will follow the same design schedule.

The Preliminary Project Schedule is included at the end of this section and is based on the anticipated contract execution date that includes all the major design tasks and defined relationships.

Phase 2 Task 2.0 Deliverables:

- Meeting agendas and minutes
- Outstanding Issues List (and updates)
- Project Master Schedule (and updates)
- Invoices with progress reports

TASK 2.1 - FINAL DESIGN REPORTS AND STUDIES

Task 2.1.1 - Final Geotechnical Report

Based on the structure and foundation type determined based on the Phase 1 study, the Geotechnical Report will be updated based on the selected foundation type and the demands provided by the structural engineer. The foundation design and recommendations will be developed based on Caltrans standards. Log of test boring sheets will be updated to be included as part of the plan set.

Task 2.1.2 - Draft Final Bridge Design Hydraulic Study Report (Final Hydraulic Report (FHR))

The design team will complete an FHR documenting hydrology, hydraulic, and scour results for the preferred alternative.

Task 2.1.3 - Final Hydraulic Report (FHR)

The design team will respond to comments on the Draft FHR and finalize the FHR.

Task 2.1.4 - Flood of Record and Overtopping Flood

The design team will analyze the impact of the proposed bridge on the floodplain including completing the hydrology and hydraulic analyses required to determine the Overtopping Flood and Flood of Record at the bridge.

Task 2.1.5 - Location Hydraulic Study/Summary Floodplain Encroachment Report (LHS/SFER)

The design team will complete a Location Hydraulic Study/ Summary Floodplain Encroachment Report (LHS/SFER) in accordance with 23 CFR 650.113. This document is generally included in the environmental document for the bridge.

Task 2.1.7 - Utility Relocation

Utility relocation exhibits will be prepared showing the anticipated utility conflicts and potential relocations or adjustments that will be required. Utility verification letters and these exhibits will be sent to the utility owners to confirm the locations of their facilities have been delineated completely and accurately. Once any conflicts and adjustments required have been confirmed, another letter determining the relocation/adjustments, timing, and cost

responsibilities, we will begin coordination of the required utility agreements and notices to owner's to perform their design.

Potholing will be performed to determine locations of critical utilities. An allowance for 6 potholes is included in this scope of work.

TASK 2.2 - PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Task 2.2.1 – 60% PS&E Preparation

Upon approval of the 30% preliminary design and the selection of the preferred alternative, the Biggs Cardosa design team will advance the project to the 60% level. The 60% design will address the preliminary design review comments and resolve further design issues in the PS&E package. This submittal will include the 60% plans, technical specifications, and detailed construction cost estimate. The focus of the design team is to finalize the reports and supplemental project information which form the basis of design for the project. All project sheets, which will be represented in the bid documents, will be identified and developed in varying degrees of detail during this phase.

Bridge Design

Layout sheets, elevations, and details will be provided for the bridge replacement design. Caltrans Standard Plans may be referenced from the bridge plans.

The 60% plan set is anticipated to include the following drawings:

Title Sheet	1 Sheet
Survey Control & Existing Conditions	3 Sheets
Demolition Plan	3 Sheets
Plan and Profile	3 Sheets
Typical Cross Sections	1 Sheet
Construction Details	2 Sheets
Grading and Drainage Plan	3 Sheets
Utility Plan	6 Sheets
Temporary Water Pollution Control Plan	3 Sheets
Storm Water Treatment Plan	3 Sheets
Traffic Handling Plans	6 Sheets
Bridge Replacement Sheets	16 Sheets
<u>Log of Test Borings</u>	<u>1 Sheet</u>
Subtotal Plans	51 Sheets

Engineer's Estimate of Probable Construction Cost

Detailed project quantity estimates and cost estimates will be provided for review and approval. The cost estimate will identify construction work items, quantities, and unit costs, and summarize the estimated total project cost, including allowances for supplemental work, owner-furnished materials, expenses, mobilization, and contingencies. The unit costs shall be determined by reviewing similar recent project bid summaries, the City's cost data, the most

current Caltrans Contract Cost Data book, the California highway Construction Cost Index information, and the Caltrans Engineering Service Center site.

Technical Specifications

Draft technical specifications (Special Provisions) will be completed based on current Caltrans Standard Special Provisions and Standard Specifications, and City construction contract standards.

Right-of-Way Needs

A resolved boundary will be prepared as well as an exhibit illustrating the right-of-way and easement requirements for the project.

Phase 2 Task 2.2.1 Deliverables:

- 60% Plans (11x17 PDFs)
- 60% Technical Special Provisions
- 60% Engineer's Construction Cost Estimate
- 60% Quantity Calculations

Tasks 2.2.2 – 90% PS&E Preparation

This task includes the preparation of the 90% construction documents and will include addressing the 60% Submittal Review Comments, preparing the 90% PS&E, and submitting 90% PS&E.

During the 90% submittal, Biggs Cardosa will perform an independent check (red, green, and yellow) of the structural plans, calculations, and quantity calculations. We will perform detailed take-offs of rebar quantities including an independent check (red, green, and yellow) of these quantities. We will also perform an independent check of the specifications.

The Biggs Cardosa design team will respond to the City review comments on the 60% submittal and incorporate the necessary changes in the 90% PS&E submittal.

We will prepare the technical special provisions. The City will prepare the “boilerplate” and combine the City’s “boilerplate” with the technical special provisions to create the final specification document.

We will prepare the final plans, technical specifications, and construction cost estimate. All design activities will be completed. The PS&E package will be prepared for a final City review.

Task 2.2.3 – 100% PS&E

This task includes the preparation of the 100% construction documents and will include addressing the 90% Submittal Review Comments, preparing the 100% PS&E, and submitting 100% PS&E.

The Biggs Cardosa design team will respond to the City and review comments on the 90% submittal and incorporate the necessary changes in the 100% PS&E submittal.

Phase 2 Task 2.2.3 Deliverables:

- 100% Plans (11x17 PDFs)
- 100% Technical Specifications
- 100% Engineer's Construction Cost Estimate
- 100% Quantity Calculations
- Updated Comment Response Matrix

TASK 2.3 - ENVIRONMENTAL PERMITTING

Task 2.3.1 – Aquatic Resources Delineation Report

If vegetated wetlands subject to USACE jurisdiction are present in project impact areas, a formal delineation of these habitats would be completed, as such a delineation would be necessary for USACE permitting. An Aquatic Resources Delineation Report summarizing the methods and results of the field survey for jurisdictional wetlands and other waters, including waters of the U.S. regulated by the USACE under Section 404 of the Clean Water Act, waters of the state regulated by the San Francisco Bay Regional Water Quality Control Board (RWQCB) under Section 401 of the Clean Water Act and the Porter-Cologne Water Quality Control Act, and waters regulated by the CDFW. The report will be prepared to specifications developed by the San Francisco District of the USACE and will be of sufficient detail for agency review and a jurisdictional determination.

Task 2.3.2 - CDFW Streambed Alteration Agreement Application

The CDFW requires notification of any activity that threatens to substantially modify any lake, river, or stream (CFGF Section 1602). The design team will prepare notification materials for a Standard Agreement to upload to CDFW's electronic portal (EPIMS). The application materials prepared will include project information, CEQA documentation as provided by the Owner, aquatic resources information and biological resources information from the NES, impact descriptions, figures, and a description of stabilization and reseeded.

Task 2.3.3 - U.S. Army Corps of Engineers Permit Application

The design team understands that this project will likely require permitting from the USACE via use of the CWA Section 404 Nationwide Permit (NWP) Program. The design team proposes preparation of a Pre-Construction Notice to seek verification from USACE that the project meets conditions necessary to use NWPs. The design team will determine whether water will be discharged to USACE jurisdiction, as well as the total area and volume of dredge/fill. The design team will modify the supplied project description for applicability in the Pre-Construction Notification, and to develop appropriate impact minimization measures. The design team will work USACE to propose an appropriate NWP for the planned activity, complete the USACE Pre-Construction Notification checklist, and compile supporting

documents. If loss is expected to exceed 0.5 acre, an Individual Permit would be required, which is not included in this task.

Task 2.3.4 - Regional Water Quality Control Board Permit Application

Section 401 of the CWA requires that any person applying for a federal permit or license which results in discharge of pollutants into waters of the U.S. must obtain a state water quality certification (WQC). We propose to prepare and submit a CWA Section 401 WQC application. The Individual WQC will contain standard project information, applicable form, current impact fee calculator worksheet, impact information, figures, stabilization and reseeding details, and other pertinent project details that are standard to the WQC. If required, the design team will initiate a Pre-Filing Meeting request and administer a virtual Pre-Filing Meeting as required under the 2023 CWA Section 401 WQC Improvement Rule.

Task 2.3.5 - Permitting Coordination and Facilitation

After regulatory application submittal, the design team will attend internal meetings with the Project Team and the Owner to facilitate permitting strategy/approach and project kickoff. In addition, the design team will attend meetings with regulatory agencies, as requested, during the permit process to facilitate information requests or other needs. There are up to 20 hours of support included in this task.

Phase 2 Task 2.3 Deliverables:

- Streambed Alteration Notification package for submittal to CDFW
- Pre-Construction Notification package for submittal to USACE
- WQC package for submittal to the SWRCB/RWQCB

TASK 2.4 - BID AND CONSTRUCTION SUPPORT

Task 2.4.1 – Bid Support

The Biggs Cardosa design team will provide support to the City during construction bidding. The City will administer and coordinate the bidding procedures for the project. The City will advertise the project for bidding and distribute the plans to prospective bidders. The City's project manager will be the designated person to receive contractor inquiries. We will assist the City as requested during the bidding process. The work may include responding to contractor bid inquiries, and providing consultation and interpretation of the construction documents during the advertisement period. We have budgeted the bidding support effort to respond to 4 inquiries.

Task 2.4.2 - Construction Support

We will assist the City during construction by providing construction support, as requested. It is assumed that the City will hire/provide a Resident Engineer/Construction Manager to provide construction inspection services, and to act as a liaison to the City regarding construction related matters. A brief discussion of the anticipated scope of work is included below.

Preconstruction Meeting

We will attend the preconstruction meeting and one construction progress meeting, as required. We will answer clarification questions pertaining to the plans and special provisions, if needed.

Respond to RFI's

We will review up to ten (10) contractor RFI's (Request for Information) and provide written responses.

Review Submittals

We will review up to ten (10) contractor submittals and provide written responses.

Field Observations

We will perform the following field observations:

- It is assumed that the construction management team and the resident engineer will oversee the foundation construction. A placeholder of 16 hours is included for site visits as necessary. If the Geotechnical Engineer is required to conduct full-time construction inspections, additional budget approval will be needed.

Phase 2 Task 2.4 Deliverables:

- RFI responses
- Submittal review

ASSUMPTIONS

The following assumptions were made in generating this scope of work:

1. The bridge design effort in Task 2 assumes that the proposed bridge is a single-span precast concrete voided slab bridge supported on a single row of CIDH piles.
2. All drafting will be done in AutoCAD. Electronic submittals will be in PDF format.
3. All reports will be submitted as draft and final. One round of reviews of the draft reports is assumed.
4. The Feasibility Study Report will be reviewed and approved by the City only. Caltrans will not need to review the feasibility study. One round of agency review is assumed.
5. The City and any other commenting entity will provide full comments at each submittal.
6. Technical specifications will be developed per the latest Caltrans standards at the start of the 60% PS&E phase. The scope excludes any updates to the technical specifications to meet new standards released by Caltrans during the life of the project.
7. Retaining walls are not anticipated for the project. If retaining walls are required for the selected alternative, an updated scope of services will be required and coordinated with the City.
8. All permit fees will be paid by the City.
9. Addenda documents and construction contract change orders are not needed.

10. Attendance at the pre-bid meeting and analysis of bids is not needed.
11. One resubmittal of each construction submittal is assumed.
12. One field review meeting with the City and Caltrans is included in this scope of services which will occur after Caltrans review of the PES form.
13. Caltrans will not be involved during the 60% and 90% PS&E phases and will not review the 60% and 90% PS&E submittals.
14. Focus meetings with Caltrans are not needed.

Hydraulic/Hydrology

15. Feasibility memo will be completed after the preliminary hydraulic modeling is complete.
16. Historical bridge cross sections are available in the bridge inspection reports for the bridges.
17. Degradation estimates will be straight-line extrapolation using best available data, no numeric sediment transport models will be completed.
18. Hydraulic and scour analysis will be consistent with Memos to Designers 16-1 and LRFD section 3.7.5.
19. The draft FHR will be provided following the completion of the existing conditions modeling and proposed alternatives hydraulic modeling.
20. The FHR will be provided after completion of the environmental document once a preferred alternative is chosen.
21. One round of comments is assumed on the draft FHR.
22. It is assumed that the bridge replacement will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order may be necessary.
23. No insurable structures will be adversely impacted by the structure replacement.
24. We will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Location Hydraulic Summary.
25. It is assumed that there will be no coordination with FEMA. No formal no-rise, Conditional Letter of Map Revision or Letter of Map Revision is included in this scope of work.
26. Technical memos to be submitted electronically (no hard copies). Diversion strategies will rely on gravity flow and will not include pump systems.
27. A low flow analysis is not included in not needed.

Environmental

28. Responding to two (2) rounds of comments from Caltrans for the NES is included in this scope of services.
29. No additional site visit will be required, all impact analysis and mapping will be based on the field effort for the NES.
30. One species will be evaluated for the BA, steelhead- central California coast.
31. One (1) round of Owner edits will be required for the NMFS Biological Assessment.

32. No site visit will be performed for the CDFW Streambed Alteration Agreement Application.
33. All valid and pertinent CEQA documents will be made available for submission and will be satisfactory to CDFW.
34. The Biggs Cardosa team will submit the completed Streambed Alteration Agreement Application package through CDFW's EPIMS if provided access information.
35. CDFW will not require a formal mitigation plan and a description of stabilization and reseeding approach will be sufficient to address mitigation requirements.
36. One (1) round of Owner edits will be required for the CDFW Streambed Alteration Agreement Application.
37. A Section 404 Nationwide Permit will be appropriate for the project and additional permit documentation will not be required.
 - a. If impact quantities exceed NWP thresholds and an Individual Permit (or Letter of Permission) are required, the design team will provide a revised scope and cost estimate for this subtask.
38. The Biggs Cardosa team will be responsible for coordinating the early application process with agencies.
39. USACE will accept stabilization and reseeding as sufficient mitigation for unavoidable permanent impacts and USACE will not require a formal mitigation plan.
40. The Biological Assessment will be sufficient to meet the USACE's Section 7 obligations and no further documentation will be included in the Pre-Construction Notification.
41. An evaluation of project alternatives will not be required and will not be prepared.
42. One (1) round of Owner edits will be required for the USACE Permit Application.
43. If the project and impacts qualify for a General Order from the SWRCB, the RWQCB permit application task will be modified to prepare a Notice of Intent (NOI) for coverage in lieu of the abovementioned Individual WQC. If no USACE permit is determined to be required, an Individual Waste Discharge Requirement Application will be prepared instead.
44. All valid and pertinent CEQA documents will be made available for submission and will be satisfactory to the SWRCB/RWQCB.
45. The SWRCB/RWQCB will accept stabilization and reseeding as sufficient mitigation to offset unavoidable permanent impacts and RWQCB will not require a formal mitigation plan.
46. One (1) round of Owner edits will be required for the RWQCB permit application.
47. Section 106 Report assumes that project design will not affect older buildings present on the adjacent McClellan Ranch Park or Deep Cliff Golf Course. If the design does affect these properties, a Historic Resources Evaluation Report may be required, under a separate task order.
48. XP1 field testing is not needed.
49. A visual impact analysis including preparation of visual simulations is not needed.

Civil

50. Trail design including connecting the Linda Vista Trail to the Stevens Creek Trail with a grade separated crossing is not included in the Task 2 services. The trail connection will be evaluated on a conceptual basis in Task 1 only. No modifications to the existing trails are included in this scope of services.
51. No landscaping or irrigation plans will be prepared. Only hydroseeding is assumed.
52. No stage construction plans will be prepared. It is assumed that bridge construction will occur during short roadway closures to vehicles. The existing horizontal roadway alignment will be maintained. Traffic handling plans will be prepared to accommodate bicyclists and pedestrians through the project site during construction, and for any short duration detours required for vehicles.
53. All required Title Reports will be provided by the City.
54. It is anticipated that no new outfalls into the creek will be required.
55. The SWPPP will be prepared by the contractor.
56. It is assumed that the grade separated trail evaluation is only developed to a feasibility level.
57. No traffic operations analysis will be prepared.
58. No electrical work is needed.
59. Replacement irrigation in the creek may be by means of hand watering.
60. Pavement sections will match existing.

Public Outreach

61. Public outreach will be handled by the City. Public outreach including design support of public outreach meetings is not needed.

Right-of-Way

62. All project improvements and construction of the project will be within existing City right-of-way. No TCE or permanent right-of-way take will be required.

ADDITIONAL SERVICES

Below is a list of additional services that can be added after execution of this contract at the City's discretion:

1. Public outreach support.
2. Right-of-way services including development of plats and legals, appraisal services and acquisition services.
3. Traffic engineering services.
4. Electrical engineering services.
5. Geomorphology services.
6. Trail design services.
7. Retaining wall design services.
8. Visual impact analysis services.
9. Low flow hydraulic analysis services.

10. Hydraulic services including Conditional Letter of Map Revision or Letter of Map Revision support.
11. Focus meetings with Caltrans.
12. Landscaping services.
13. Landscape architecture and aesthetic enhancement services.
14. Pre-bid meeting attendance and bid analysis support.
15. Preparation of addenda documents and construction related change orders.
16. Historic Resources Evaluation Report services.
17. XPI field testing services.

Consultant	Phase 1 Fee Preliminary Engineering (Base Services)	Phase 1 Fee Preliminary Engineering (Optional Services)	Phase 2 Fee Final Design (Base Services)	Phase 2 Fee Final Design (Optional Services)	Grand Total Fee (All Services)	% Fee (All Services)
BIGGS CARDOSA ASSOCIATES, INC.	\$118,288	\$0	\$399,654	\$0	\$517,942	44.56%
HMH	\$122,708	\$0	\$165,458	\$0	\$288,165	24.79%
AVILA	\$48,464	\$0	\$13,274	\$0	\$61,739	5.31%
DAVID J POWERS	\$122,680	\$0	\$89,333	\$0	\$212,014	18.24%
PARIKH	\$61,818	\$0	\$20,778	\$0	\$82,596	7.11%
CIRCLEPOINT	\$0	\$0	\$0	\$0	\$0	0.00%
ARWS	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL	\$473,959	\$0	\$688,497	\$0	\$1,162,456	

[illegible]

EXHIBIT C - BIGGS CARDOSA ASSOCIATES, INC - HOURLY RATES

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: **Biggs Cardosa Associates, Inc.**

Project No. _____ Contract No. _____

Date **6/29/2026**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Principal	M. Harms	23.00	152.00	\$ 3,496.00
Associate	J. Alciani	384.00	101.00	\$ 38,784.00
Senior Engineer		864.00	83.00	\$ 71,712.00
Project Engineer		0.00	72.00	\$ -
Staff Engineer		472.00	65.00	\$ 30,680.00
Senior CAD / BIM Specialist		318.00	72.00	\$ 22,896.00
Project Administrator		32.00	70.00	\$ 2,240.00
Senior Principal		0.00	152.00	\$ -
Principal		0.00	125.00	\$ -
Associate		0.00	110.00	\$ -
Engineering Manager			95.00	
Assistant Engineer			55.00	
Junior Engineer			45.00	
Intern			45.00	
CAD Drafter II			62.00	
CAD Drafter I			55.00	
Administrative Director			110.00	
Senior Project Administrator			90.00	
Project Coordinator			55.00	
Administrative Assistant			45.00	

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 169,808.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 10,424.09
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 180,232.09

INDIRECT COSTS

d) Fringe Benefits (Rate: 58.40%)	e) Total Fringe Benefits [(c) x (d)]	105255.5397
f) Overhead & G&A (Rate: 102.85%)	g) Overhead [(c) x (f)]	185368.7031
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	0
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 290,624.24
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 47,085.63

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: HMM Engineers	\$288,165
Subconsultant 2: Avila	\$61,739
Subconsultant 3: David J. Powers	\$212,014
Subconsultant 4: Parikh	\$82,596
Subconsultant 5: CIRCLEPOINT	\$0
Subconsultant 6: ARWS	\$0

m) TOTAL SUBCONSULTANTS' COSTS \$644,514

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 644,513.66

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,162,455.63

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Biggs Cardosa Associates, Inc.**

Project No. 0 Contract No. 0

Date 6/29/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 169,808.00	2093	=	\$ 81.13	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 81.13	+	5%	=	\$ 85.19	Year 2 Avg Hourly Rate
Year 2	\$ 85.19	+	5%	=	\$ 89.45	Year 3 Avg Hourly Rate
Year 3	\$ 89.45	+	5%	=	\$ 93.92	Year 4 Avg Hourly Rate
Year 4	\$ 93.92	+	5%	=	\$ 98.62	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	2093.0	=	523.3	Estimated Hours Year 1
Year 2	40.00%	*	2093.0	=	837.2	Estimated Hours Year 2
Year 3	25.00%	*	2093.0	=	523.3	Estimated Hours Year 3
Year 4	10.00%	*	2093.0	=	209.3	Estimated Hours Year 4
Year 5	0.00%	*	2093.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2093.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 81.13	*	523	=	42452	Estimated Hours Year 1
Year 2	\$ 85.19	*	837	=	\$ 71,319.36	Estimated Hours Year 2
Year 3	\$ 89.45	*	523	=	\$ 46,803.33	Estimated Hours Year 3
Year 4	\$ 93.92	*	209	=	\$ 19,657.40	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 180,232.09	
Direct Labor Subtotal before Escalation				=	\$ 169,808.00	
Estimated total of Direct Labor Salary Increase				=	\$ 10,424.09	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Mahvash Harms Title *: Vice President

Signature:  Date of Certification: 6/29/2026

Email: mharms@biggscardosa.com Phone number: 408-296-5515

Address: 865 The Alameda, San Jose, CA 95126

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Structural Engineering

EXHIBIT C - HMH - HOURLY RATES

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subcons ☐ 2nd Tier Subconsultant

Consultant: **HMH**

Project No. McClellan Road Bridge Contract No. _____

Date 6/23/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jon Cacciotti	24.00	112.00	\$ 2,688.00
Senior Civil Engineer/Surveyor	Linda Grevera	221.00	85.50	\$ 18,895.50
Engineer	Carissa Norberg	574.00	52.00	\$ 29,848.00
Assistant Engineer	Nelly Asican	332.00	41.50	\$ 13,778.00
Field Survey Manager	Shane Steed	9.00	90.00	\$ 810.00
Senior Field Engineer	Misc.	16.00	62.05	\$ 992.80
Survey Crew Chief	Misc.	128.00	58.10	\$ 7,436.80
Survey Crew Chain	Misc.	128.00	51.63	\$ 6,608.64
Landscape Architecture Manager	Calandra Monasterio	0.00	82.50	\$ -
Senior Landscape Architect	Kayla Young	0.00	67.00	\$ -
Landscape Designer	Tammy Chao	0.00	41.00	\$ -
Certified Project Arborist	Anne Carney	40.00	52.50	\$ 2,100.00
Senior Land Development Manager	Misc.	0.00	94.24	\$ -
Senior Civil Engineering or Land Surveying or Landscape Architect Manager	Misc.	0.00	93.00	\$ -
Land Development Manager	Misc.	0.00	94.00	\$ -
Civil Engineering, Land Surveying or Landscape Architect Manager	Misc.	0.00	104.00	\$ -
Senior Planner	Misc.	0.00	52.00	\$ -
Senior Civil Engineer, Land Surveyor, or Landscape Architect	Misc.	0.00	93.50	\$ -
Engineering Design Specialist	Misc.	0.00	84.00	\$ -
Design Specialist	Misc.	0.00	77.00	\$ -
Project Planner	Misc.	0.00	58.00	\$ -
Project Civil Engineer, Land Surveyor, or Landscape Architect	Misc.	0.00	69.00	\$ -
Project Arborist	Misc.	0.00	52.50	\$ -
Senior Engineer, Surveyor, or Landscape Designer	Misc.	0.00	53.00	\$ -
Engineer, Planner, Surveyor, or Landscape Designer	Misc.	0.00	56.00	\$ -
Assistant Engineer, Surveyor, Planner, or Landscape Designer	Misc.	0.00	43.50	\$ -
Junior Engineer, Surveyor, Planner, or Landscape Designer	Misc.	0.00	37.50	\$ -
Senior Technician	Misc.	0.00	65.50	\$ -
Project Technician	Misc.	0.00	47.00	\$ -
Technician	Misc.	0.00	42.00	\$ -
Assistant Technician	Misc.	0.00	37.00	\$ -
Junior Technician	Misc.	0.00	28.50	\$ -
Intern	Misc.	0.00	27.00	\$ -
Project Support Staff	Misc.	0.00	89.00	
Field Survey Manager	Misc.	0.00	90.00	
Field Engineer	Misc.	0.00	53.00	

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 83,157.74
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 2,702.63
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 85,860.37

INDIRECT COSTS

d) Fringe Benefits (Rate: _____)	e) Total Fringe Benefits [(c) x (d)]	0
f) Overhead & G&A (Rate: _____)	g) Overhead [(c) x (f)]	0
h) General & Admin (Rate: <u>178.64%</u>)	i) Gen & Admin [(c) x (h)]	153380.9588
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 153,380.96
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	10% \$ 23,924.13

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Potholing	1	LS	\$25,000.00	\$ 25,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS \$ 25,000.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

Subconsultant 5:

Subconsultant 6:

m) TOTAL SUBCONSULTANTS' COSTS	\$0
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 25,000.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 288,165.46

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **HMH**

Project No. McClellan Road Bridge Contract No. 0 Date 6/23/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$	83,157.74	1472	=	\$ 56.49	

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation				
Year 1	\$ 56.49	+	5%	=	\$ 59.32	Year 2 Avg Hourly Rate
Year 2	\$ 59.32	+	5%	=	\$ 62.28	Year 3 Avg Hourly Rate
Year 3	\$ 62.28	+	5%	=	\$ 65.40	Year 4 Avg Hourly Rate
Year 4	\$ 65.40	+	5%	=	\$ 68.67	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	Estimated Hours
Year 1	35.00%	*	1472.0	=	515.2	Year 1 Estimated Hours
Year 2	65.00%	*	1472.0	=	956.8	Year 2 Estimated Hours
Year 3	0.00%	*	1472.0	=	0.0	Year 3 Estimated Hours
Year 4	0.00%	*	1472.0	=	0.0	Year 4 Estimated Hours
Year 5	0.00%	*	1472.0	=	0.0	Year 5 Estimated Hours
Total	100%		Total	=	1472.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	Estimated Hours
Year 1	\$ 56.49	*	515	=	29105.209	Year 1 Estimated Hours
Year 2	\$ 59.32	*	957	=	\$ 56,755.16	Year 2 Estimated Hours
Year 3	\$ 62.28	*	0	=	\$ -	Year 3 Estimated Hours
Year 4	\$ 65.40	*	0	=	\$ -	Year 4 Estimated Hours
Year 5	\$ -	*	0	=	\$ -	Year 5 Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$ 85,860.37	
	Direct Labor Subtotal before Escalation			=	\$ 83,157.74	
	Estimated total of Direct Labor Salary Increase			=	\$ 2,702.63	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jon Cacciotti

Title *: President

Signature: 

Date of Certification: 6/29/2026

Email: Jcacciotti@hnhca.com

Phone number: 3109685085

Address: 1570 Oakland Road, San Jose CA 95131

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Civil Engineering, Landscape Architecture, Survey

EXHIBIT C - AVILA AND ASSOCIATES - HOURLY RATES

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subcon: 2nd Tier Subconsultant

Consultant: **Avila and Associates**

Project No. _____ Contract No. _____

Date **6/23/2026**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Ernie Avila	56.00	97.00	\$ 5,432.00
Senior Engineer	Todd Remington	192.00	73.50	\$ 14,112.00
Assistant Engineer	Katherine Gwynn	82.00	48.50	\$ 3,977.00
Assistant Engineer	Dean Xerogeanes	10.00	40.14	\$ 401.40
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 23,922.40

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 1,453.29

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 25,375.69

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.79%)

e) Total Fringe Benefits [(c) x (d)] \$ 10,096.99

f) Overhead & G&A (Rate: 21.53%)

g) Overhead [(c) x (f)] \$ 5,463.39

h) General & Admin (Rate: 59.86%)

i) Gen & Admin [(c) x (h)] \$ 15,189.89

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 30,750.26

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 5,612.59

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)		miles	\$0.70	\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

Subconsultant 5:

Subconsultant 6:

m) TOTAL SUBCONSULTANTS' COSTS \$0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 61,738.54

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Avila and Associates**

Project No. 0 Contract No. 0

Date 6/23/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 23,922.40	340	=	\$ 70.36	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 70.36	+	5%	=	\$ 73.88	Year 2 Avg Hourly Rate
Year 2	\$ 73.88	+	5%	=	\$ 77.57	Year 3 Avg Hourly Rate
Year 3	\$ 77.57	+	5%	=	\$ 81.45	Year 4 Avg Hourly Rate
Year 4	\$ 81.45	+	5%	=	\$ 85.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	340.0	=	34.0	Estimated Hours Year 1
Year 2	60.00%	*	340.0	=	204.0	Estimated Hours Year 2
Year 3	30.00%	*	340.0	=	102.0	Estimated Hours Year 3
Year 4	0.00%	*	340.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	340.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	340.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 70.36	*	34	=	2392.24	Estimated Hours Year 1
Year 2	\$ 73.88	*	204	=	\$ 15,071.11	Estimated Hours Year 2
Year 3	\$ 77.57	*	102	=	\$ 7,912.33	Estimated Hours Year 3
Year 4	\$ 81.45	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 25,375.69	
Direct Labor Subtotal before Escalation				=	\$ 23,922.40	
Estimated total of Direct Labor Salary Increase				=	\$ 1,453.29	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ernesto Avila

Title *: President

Signature: 

Date of Certification: 6/25/2026

Email: eavila@avilaassociates.com

Phone number: 415-576-1230

Address: 1300 Galaxy Way, Ste 12, Concord, CA 94520

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydraulic Analysis

EXHIBIT C - D.J. POWERS AND ASSOCIATES - HOURLY RATES

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subcon: 2nd Tier Subconsultant

Consultant: **David J. Powers**

Project No. _____ Contract No. _____

Date **6/29/2026**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Project Manager	Demetri Loukas	75.00	95.25	\$ 7,143.75
Project Manager	Tyler Rogers	185.00	61.80	\$ 11,433.00
Senior Principal Project Manager	John Hesler	17.00	105.00	\$ 1,785.00
Senior Project Manager		0.00	88.23	\$ -
Project Manager		0.00	63.86	\$ -
Graphic Artist		0.00	39.14	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -
0		0.00	0.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 20,361.75
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 509.04
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 20,870.79

INDIRECT COSTS

d) Fringe Benefits (Rate: 48.41%)	e) Total Fringe Benefits [(c) x (d)]	10103.55125
f) Overhead & G&A (Rate: 149.21%)	g) Overhead [(c) x (f)]	31141.31135
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	0
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	41,244.86
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 6,211.57

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Visual Impact Analysis (Earthview Science)	1	1.00	\$0.00	\$ -
Section 106 Report	1	1.00	\$9,352.50	\$ 9,352.50
NES (Sequoia)	1	1.00	\$30,784.00	\$ 30,784.00
BA (Sequoia)	1	1.00	\$25,396.00	\$ 25,396.00
Aquatic Resource Delineation and Report	1	1.00	\$20,714.00	\$ 20,714.00
CDFW Streambed Alteration Agreement Application	1	1.00	\$16,697.00	\$ 16,697.00
U.S. Army Corp of Engineers Permit Application	1	1.00	\$16,740.00	\$ 16,740.00
Regional Water Quality Board Permit Application	1	1.00	\$16,757.00	\$ 16,757.00
Permitting Coordination and Facilitation	1	1.00	\$7,246.00	\$ 7,246.00

I) TOTAL OTHER DIRECT COSTS \$ 143,686.50

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 143,686.50

TOTAL COST [(c) + (j) + (k) + (n)] \$ 212,013.72

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **David J. Powers**

Project No. 0 Contract No. 0

Date 6/29/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 20,361.75	277	=	\$ 73.51	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 73.51	+	5%	=	\$ 77.18	Year 2 Avg Hourly Rate
Year 2	\$ 77.18	+	5%	=	\$ 81.04	Year 3 Avg Hourly Rate
Year 3	\$ 81.04	+	5%	=	\$ 85.09	Year 4 Avg Hourly Rate
Year 4	\$ 85.09	+	5%	=	\$ 89.35	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	277.0	=	138.5	Estimated Hours Year 1
Year 2	50.00%	*	277.0	=	138.5	Estimated Hours Year 2
Year 3	0.00%	*	277.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	277.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	277.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	277.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 73.51	*	139	=	10180.875	Estimated Hours Year 1
Year 2	\$ 77.18	*	139	=	\$ 10,689.92	Estimated Hours Year 2
Year 3	\$ 81.04	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 85.09	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 20,870.79	
Direct Labor Subtotal before Escalation				=	\$ 20,361.75	
Estimated total of Direct Labor Salary Increase				=	\$ 509.04	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Will Burns Title *: Vice President and Principal Project Manager

Signature:  Date of Certification: 6.29.2026

Email: wburns@davidjowers.com Phone number: 510-902-5851

Address: 1871 The Alameda, Suite 200, San Jose, CA 95126

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CEQA and NEPA compliance and regulatory agency permitting.

EXHIBIT C - PARIKH CONSULTANTS, INC. - HOURLY RATES

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subcons 2nd Tier SubconsultantConsultant: ParikhProject No. 23Clellan Road Bridge Reconstructi Contract No. _____

Date 6/25/2026

DIRECT LABOR

[illegible]

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 17,046.76

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 600.90

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$	17,647.66
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INDIRECT COSTS

d) Fringe Benefits (Rate: 43.10%)

e) Total Fringe Benefits [(c) x (d)]	7606.140723
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f) Overhead & G&A	(Rate: 134.15%)
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g) Overhead [(c) x (f)]	23674.3336
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h) General & Admin (Rate: _____)

i) Gen & Admin [(c) x (h)]	0
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	31,280.47
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FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	10%	\$	4,892.81
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Encroachment Permits	0	per	\$0.00	\$ -
Drilling Permits	1	per	\$375.00	\$ 375.00
Traffic Control Plans and Traffic Control	1	per	\$4,500.00	\$ 4,500.00
Drilling	1	per	\$13,400.00	\$ 13,400.00
Outside Laboratory Testing	1	per	\$1,000.00	\$ 1,000.00
Pavement Restoration	1	per	\$9,500.00	\$ 9,500.00

I) TOTAL OTHER DIRECT COSTS \$ 28,775.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 28,775.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 82,595.95

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Parikh**

Project No. McClellan Road Bridge Reconstructi Contract No. 0

Date 6/25/2026

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 17,046.76	264	=	\$ 64.57	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 64.57	+	5%	=	\$ 67.80	Year 2 Avg Hourly Rate
Year 2	\$ 67.80	+	5%	=	\$ 71.19	Year 3 Avg Hourly Rate
Year 3	\$ 71.19	+	5%	=	\$ 74.75	Year 4 Avg Hourly Rate
Year 4	\$ 74.75	+	5%	=	\$ 78.49	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	40.00%	*	264.0	=	105.6	Estimated Hours Year 1
Year 2	50.00%	*	264.0	=	132.0	Estimated Hours Year 2
Year 3	10.00%	*	264.0	=	26.4	Estimated Hours Year 3
Year 4	0.00%	*	264.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	264.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	264.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 64.57	*	106	=	6818.704	Estimated Hours Year 1
Year 2	\$ 67.80	*	132	=	\$ 8,949.55	Estimated Hours Year 2
Year 3	\$ 71.19	*	26	=	\$ 1,879.41	Estimated Hours Year 3
Year 4	\$ 74.75	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 17,647.66	
Direct Labor Subtotal before Escalation				=	\$ 17,046.76	
Estimated total of Direct Labor Salary Increase				=	\$ 600.90	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Frank Y. Wang

Title *: Principal

Signature: 

Date of Certification: 6/25/2026

Email: fwang@parikhnet.com

Phone number: (408) 452-9000

Address: 1497 N. Milpitas Blvd, Milpitas, CA 95035

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

EXHIBIT B – Schedule of Performance

Consultant shall complete all work no later than June 30, 2030, unless extended by a contract amendment.

This Schedule of Performance establishes the milestones for commencement and completion of the Tasks as specified in Exhibit A, Scope of Services and will be specified in the written proposal and corresponding approval of each phase of the work.